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Chapter 7 Trustee

FILED & ENTERED

AUG 12 2021

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY fortier DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re
GIRARDI KEESE,

Case No. 2:20-bk-21022-BR

Chapter 7

**ORDER AUTHORIZING THE
TRANSITION AND ASSIGNMENT OF
THE ESTATE'S INTERESTS IN THE NFL
CONCUSSION LITIGATION TO
GOLDBERG PERSKY WHITE P.C. FREE
AND CLEAR OF LIENS, CLAIMS AND
INTERESTS PURSUANT TO 11 U.S.C.
§ 363**

Debtor.

DATE: August 10, 2021
TIME: 2:00 p.m.
CTRM: 1668

On June 9, 2021, Elissa D. Miller, the chapter 7 trustee for the bankruptcy estate of Girardi Keese (the "Trustee"), filed the *Motion for Order Authorizing the Transition and Assignment of the Estate's Interests in the NFL Concussion Litigation to Goldberg Persky White P.C. Free and Clear of Liens, Claims and Interests Pursuant to 11 U.S.C. § 363* [Docket No. 389] (the "Motion"). On June 28, 2021, Erika Girardi ("EG") filed an objection to the Motion [Docket No. 445] (the "Objection"). In light of the Objection, the Motion was

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1 scheduled for hearing on August 10, 2021, at 2:00 p.m. On August 9, 2021, EG filed a
2 withdrawal of the Objection [Docket No. 568].

3 Having reviewed the Motion and papers filed in support thereof, service being
4 proper, and good cause appearing therefrom,

5 **IT IS ORDERED** that:

6 1. The Motion is granted;
7 2. The Trustee is authorized to enter into the Agreement;¹
8 3. The terms of the Agreement, a copy of which is attached to the Motion as
9 Exhibit "1," are approved;

10 4. The Trustee is authorized to execute any documents or take any actions
11 reasonably necessary to effectuate the terms of the Agreement;

12 5. The transaction as contemplated in the Agreement pursuant to 11 U.S.C.
13 § 363(b) is approved;

14 6. Except for the treatment of any Referral Fees as provided in the
15 Agreement, the assignment and transfer of any rights or payment to property as
16 contemplated in the Agreement is free and clear of all claims, liens, encumbrances, or
17 other interests against the Debtor pursuant to 11 U.S.C. § 363(f);

18 7. Any asserted claims, liens, encumbrances, or other interests against the
19 Debtor will attach only to the Estate Allocation and not to the GPW Allocation, with the
20 exception of Referral Fees as provided in the Agreement;

21 8. With the exception of Referral Fees as provided in the Agreement, GPW is
22 not assuming any liabilities of the Estate, the Debtor, or any partners, members,
23 attorneys, insiders, affiliates, or employees thereof, whether under contract, tort, or
24 otherwise;

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¹ Unless otherwise noted, all capitalized terms shall have the same meaning and effect
28 as in the Motion.

1 9. Federal Rule of Evidence 502(d) protections for attorney-client privilege and
2 work-product set forth in the Agreement apply; and

3 10. The 14-day period under FRBP 6004(h) is waived.

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24 Date: August 12, 2021



Barry Russell
United States Bankruptcy Judge